

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402) 441-6513  
*BOARD OF COMMISSIONERS*

IT IS THE VENDOR'S RESPONSIBILITY TO  
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS

## NOTICE TO BIDDERS SPECIFICATION NO. 04-145

Lancaster County intends to enter into contract and invites you to submit a sealed bid for:

### ANNUAL REQUIREMENTS FOR UNIFORM CLEANING AND RELATED SERVICES FOR LANCASTER COUNTY SHERIFF

#### MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS

Sealed bids will be received by Lancaster County, Nebraska on or before **12:00 noon, Wednesday, June 16, 2004**, in the office of the Purchasing Agent, **"K" Street Complex (SW Wing), Suite 200, 440 So. 8th Street**, Lincoln, NE 68508. Bids will be publicly opened and read aloud in the First Floor Conference Room at the "K" Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Late bid will not be considered.

**FAX bid responses are not acceptable, all bids must possess an original signature and be in a sealed envelope.**

#### COMMISSIONERS

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DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN  
KERRY EAGAN, Chief Administrative Officer

# SEALED BID SPECIFICATION NO. 04-145

BID OPENING TIME: 12:00 NOON  
DATE: Wednesday, June 16, 2004

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

The undersigned submitter, having full knowledge of the requirements of Lancaster County for the above listed project, the terms and conditions of the request, agrees to provide the labor, certificate of insurance, unemployment compensation, materials and equipment in strict accordance with the plans and specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

## UNIFORM CLEANING AND RELATED SERVICES FOR COUNTY SHERIFF

OFFER TO PICK UP, CLEAN AND DELIVER (twice per week at the County Sheriff's Department):				
	Description	Price to provided all service per item	Estimated Annual Quantity per Item	Total Estimated Annual Cost for Cleaning Svs.
1.	Uniform Pants:	\$	X 2,700 Pair of Pants	\$
2.	Uniform Shirts:	\$	X 3,000 Shirts	\$
3.	Uniform Coats:	\$	X 80 Coats	\$
4.	Raincoats:	\$	X 50 Coats	\$
5.	Charge for mending: \$ _____ Per Hour		<b>EST. ANNUAL TOTAL:</b> \$ _____	
6.	Charge for alterations: \$ _____ Per Hour			

NO BOND REQUIRED WITH BID

NOTE: RETURN 2 COMPLETE COPIES OF BID OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS: SEALED BID FOR SPEC. NO. 04-145

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

COMPANY NAME \_\_\_\_\_

BY (Signature) \_\_\_\_\_

STREET ADDRESS or P.O. BOX \_\_\_\_\_

(Print Name) \_\_\_\_\_

CITY, STATE ZIP CODE \_\_\_\_\_

(Title) \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

(Date) \_\_\_\_\_

FAX NO. \_\_\_\_\_

EMPLOYER'S FEDERAL I.D. NO.  
OR SOCIAL SECURITY NUMBER \_\_\_\_\_

Email: \_\_\_\_\_

BIDS MAY BE INSPECTED IN THE PURCHASING OFFICE DURING NORMAL BUSINESS HOURS, AFTER TABULATION. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BID. Tabulation can also be viewed on our website at: [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Click on "Business", "Bidding Opportunities"

# **INSTRUCTIONS TO BIDDERS**

## **LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION**

### **1. BIDDING PROCEDURE**

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

### **2. BIDDER'S SECURITY**

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
  - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the County.
  - 2.4.2 For all other contracts: upon approval by the County of the executed contract and bonds.
- 2.5 County shall have the right to retain the bid security of bidders to whom an award is being considered until either:
  - 2.5.1 A contract has been executed and bonds have been furnished.
  - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
  - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the County as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
  - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
  - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the County, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

### **3. EQUAL OPPORTUNITY**

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.

- 3.2 Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the County's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.
- 4. **DATA PRIVACY**
  - 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
  - 4.2 The bidder agrees to hold the County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
- 5. **BIDDER'S REPRESENTATION**
  - 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
  - 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.
- 6. **INDEPENDENT PRICE DETERMINATION**
  - 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.
- 7. **CLARIFICATION OF SPECIFICATION DOCUMENTS**
  - 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
  - 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
  - 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
  - 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the County; and bidders shall not rely upon such interpretations or changes.
- 8. **ADDENDA**
  - 8.1 Addenda are written instruments issued by the County prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
  - 8.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
  - 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
  - 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
  - 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.
- 9. **DELIVERY**
  - 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.

- 9.2 The County reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the County at the location specified by the County, with all transportation charges paid.

#### **10. BID EVALUATION AND AWARD**

- 10.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 10.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 10.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the County, and as the County deems will best serve their requirements.
- 10.5 The County reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the County.

#### **11. INDEMNIFICATION**

- 11.1 The bidder shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the County or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **12. TERMS OF PAYMENT**

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

#### **13. LAWS**

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

# SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS LANCASTER COUNTY, NEBRASKA PURCHASING DIVISION

## **1. ESTIMATED QUANTITIES**

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the County for the contract period.
- 1.2 Items listed may or may not be inclusive of County requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the County shall be neither obligated nor limited to any specified amount. The County will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

## **2. CONTRACT PERIOD**

- 2.1 The contract term is for one (1) year, with option to renew for additional one (1) year terms, not to exceed two (2) renewals. Total contract term not to exceed three (3) years as 36 consecutive months.
- 2.2 Bidder must indicate on the Proposal Form, in the space provided, if renewals are an option.
- 2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract term.

## **3. BID PRICES**

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the County:
  1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
  2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.

3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.

4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.

6. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the

best interests of the County.

7. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.

8. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document.

## **4. CONTRACT ADMINISTRATION**

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the County's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various County Departments.
- 4.4 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
- 4.5 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
- 4.6 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

## **5. QUARTERLY REPORT**

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
  1. Each ordering department.
  2. Items and quantities purchased by department.
  3. Total dollar amount of purchases by department.

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# SPECIFICATIONS

## UNIFORM CLEANING AND RELATED SERVICES FOR LANCASTER COUNTY SHERIFF UNIFORMS

### 1. SCOPE OF SERVICES:

- 1.1 The Lancaster County Sheriff's Department, Lincoln, Nebraska, hereinafter called the County, invites quotations from interested cleaning service contractors, hereinafter called contractors, to provide uniform cleaning services for a three (3) year period commencing on or about **August 1, 2004 through July 31, 2007**, in accordance with the specifications, instructions to bidders, and special provisions for commodity term contracts.
  - 1.1.1 The County is also interested in the option to renew the contract for additional one (1) year periods, now to exceed three (3) such renewals (2007 - '08, 2008 - '09, and 2009 - '10, see "Commodity Term Contracts" for terms).
  - 1.1.2 Prices offered are to be firm and fixed for the first three year term, unless otherwise noted on an attachment to the Contractors offer.

### 2. CLEANING REQUIREMENTS:

- 2.1 Items scheduled for cleaning shall be collected at the designated County Facilities, and shall be picked up at mutually agreeable times twice weekly.
- 2.2 At the same time the pick up is scheduled, the Contractor shall deliver the cleaned and pressed items.
  - 2.2.1 It is important to note that the contractor will be required to deliver the uniforms to the site designated for each individual officer.
  - 2.2.2 Provide with your response any information on tracking systems that you currently operate that would assist in insuring the correct designation for each uniform.
  - 2.2.3 Currently the following facility(s) are designated site for collection, pick up and delivery:

Justice and Law Enforcement Ctr.  
575 South 10<sup>th</sup> Street  
Lincoln, NE 68508

### 3. ESTIMATED VOLUME:

- 3.1 We estimate our cleaning volume to be as follows: 225 pants per month, 250 shirts per month, 80 uniform coats per year and 50 raincoats per year.
- 3.2 Possible additional items which may require cleaning on an irregular basis may include: cotton or cotton-blend BDU's, blankets, and nylon carrying bags.
- 3.3 On Occasion the Contractor may be asked to provide mending or alterations on the uniforms, indicate your charge for this service in the space provided on the bidding schedule.

**4. UNIFORM DETAILS:**

- 4.1 Uniform Pants: 100% Dacron Polyester Elastique Weave
- 4.2 Uniform Shirt: 65% Dacron Light Spirit Polyester / 35% Rayon Blend
- 4.3 Uniform Coat: Two Styles are in use -
  - 4.3.1 New Style - Cordura/Taslan or Super Taslan out shell with Gore-Tex liner and zip-out lining of Thinsulate quilted to Nylon (hip length)
  - 4.3.2 Old Style - Tufinyl Nylon outer with zip-out quilted liner (waist length)
- 4.4 Rain Coat: 100% Polyurethane coated nylon (hip-length)

**5. SAMPLE DOCUMENTS:**

- 5.1 Provide with your bid a sample invoice, monthly statement and a brief description of your pick up/delivery system and any procedures that you offer to insure the uniforms are delivered to the designated location.

**6. INSURANCE REQUIREMENTS:**

- 6.1 Successful bidder will be awarded the requirements and will be required to provide a copy of their insurance, naming Lancaster County as additional insured with regard to the cleaning and delivery services provided in the mutually agreed upon contract.
- 6.2 See attached "Insurance Requirements for All County Contracts".



# INSURANCE CLAUSE FOR ALL COUNTY CONTRACTS

The Contractor shall indemnify and save harmless, to the fullest extent allowed by law, Lancaster County, Nebraska from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by LANCASTER COUNTY, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

- A. Workers' Compensation Insurance and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Coverage shall be provided by an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor.

Workers' Compensation - Required limits:

Coverage A - Coverage will include Statutory requirements

Coverage B - Employers Liability

\$100,000 Each Person

\$100,000 Each Person by Disease

\$500,000 Policy Limit - Disease

- B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, Commercial General Liability Insurance, naming and protecting him and Lancaster County against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The insurance requirements are:

Commercial General Liability (form CG0001 or equivalent) with limits of:

\$1,000,000 Each Occurrence

\$1,000,000 Personal Injury

\$2,000,000 Products/Completed Operations

\$2,000,000 General Aggregate

and:

- 1.1 Coverage shall include Contractual Liability coverage insuring the contractual exposure as addressed in this contract.
- 1.2 There shall be no exclusion or limitation for the Explosion (X), Collapse (C) and Underground (U) hazards.
- 1.3 Coverage shall also include Products/Completed Operations.
- 1.4 **Lancaster County shall be named as Additional insured (CG2010 or equivalent).**
- 1.5 The Commercial General Liability coverage shall be endorsed with the Designated Construction Project(s) General Aggregate Limit endorsement (CG 25 03 or equivalent).

- C. Automobile Liability Insurance: The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from (a) bodily injury, including wrongful death, and (b) property damage which may arise from the operations of any owned, hired, or now-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage    1,000,000 Combined Single Limit

- D. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has A.M. Best's Rating of no less than A:VII unless specific approval has been granted by LANCASTER COUNTY.
- E. Certificate of Insurance: All Certificates of Insurance shall be filed with LANCASTER COUNTY on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance, coverage modifications and endorsements required by the preceding Sections A, B, C, D and showing LANCASTER COUNTY is an additional insured where required. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide LANCASTER COUNTY thirty days, notice of cancellation non-renewal or any material reduction of insurance coverage.

*The original certificate shall be provided to Lancaster County as designated and a copy to: Office of Risk Management, Lancaster County (555 So. 9<sup>th</sup> Street, Lincoln, NE 68508)*